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IT IS SO ORDERED.

Dated: July 20, 2015




John E. Hoffman, Jr.
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO

-----X	Chapter 11
In re:	:
	:
	: Case No. 14-57104
John Joseph Louis Johnson, III,	:
	:
	: Judge John E. Hoffman, Jr.
Debtor.	:
-----X	X

**ORDER GRANTING AMENDED MOTION OF DEBTOR AND
DEBTOR-IN-POSSESSION TO (I) SELL 48 MALAGA WAY, MANHATTAN BEACH,
CALIFORNIA, PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS,
AND ENCUMBRANCES, (II) DISTRIBUTE CERTAIN SALE PROCEEDS TO
SECURED PARTIES, AND (III) ESCROW REMAINING SALE PROCEEDS
PENDING FURTHER ORDER OF THE COURT [DOC. NO. 281]**

This matter came before the Court pursuant to the *Amended Motion of Debtor and Debtor-in-Possession to (I) Sell 48 Malaga Way, Manhattan Beach, California, Property Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Distribute Certain Sale Proceeds to Secured Parties, and (III) Escrow Remaining Sale Proceeds Pending Further Order of the*

Court dated June 18, 2015 [Docket No. 281] (the “Motion”) of John Joseph Louis Johnson, III (“Debtor”), the debtor and debtor-in-possession in the above-captioned bankruptcy case. The Court, having considered the Motion, hereby FINDS that: (a) the Court has jurisdiction over the matters raised in the Motion under 28 U.S.C. §§157 and 1334; (b) venue of this matter is proper under 28 U.S.C. §§1408 and 1409; (c) this matter is a core proceeding pursuant to 28 U.S.C. §157(b)(2); (d) adequate and proper notice of the Motion has been given and no other or further notice is necessary; and (e) granting the Motion and approving the sale of the Property is in the best interest of Debtor, the estate, creditors, and all interested parties.

Now, THEREFORE, in view of the foregoing FINDINGS, it is HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. The Motion is GRANTED and APPROVED as set forth herein.
2. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Motion.
3. Debtor is authorized to sell the Property to Buyer or Buyer’s designee and, in that regard, to execute, enter into, and delivery any and all other or further documents or agreements necessary to consummate such transaction, provided that such documents or agreements do not decrease the purchase price of the Property.
4. Other than as set forth in paragraph 5 below, the Sale of the Property is free and clear of any and all liens, claims, interests, and encumbrances including, without limitation, the Claims, which such liens, claims, interests, and encumbrances including, without limitation, the Claims shall, and hereby do, attach to the proceeds of sale with the same nature, extent, validity, and priority as existed as of the Petition Date.
5. The Court hereby authorizes and directs the closing agent at the closing to pay:

(A) to the Manhattan Village Homeowners' Association, in respect of its secured assessments the full amount of the Association's prepetition home owner association assessments, in the amount of \$37,070.98, and any other charges arising post-petition due the Association which remain unpaid as of the closing of the Sale;

(B) to U.S. Bank, N.A. in respect of its deed of trust, \$1,168,795.83, and any other charges arising post-petition due to U.S. Bank, N.A. which remain unpaid as of the closing of the Sale; and

(C) such customary costs of sale paid by sellers.

6. All Sale Proceeds, net of amounts authorized and directed to be paid pursuant to paragraph 5 hereof, shall be transferred to a segregated account, for Debtor's estate, in the name of Hahn Loeser & Parks LLP, in its Client/IOLTA Trust Account (the "Escrow") and the Escrow shall not be disbursed until authorized and approved by an order entered by this Court.

7. This order is effective IMMEDIATELY and the 14-day stay of Rule 6004(h) is hereby waived with respect to the sale of the Property.

8. The memorandum of law requirement of Local Rule 9013-1(a) is hereby waived insofar as it pertains to the Motion only.

IT IS SO ORDERED.

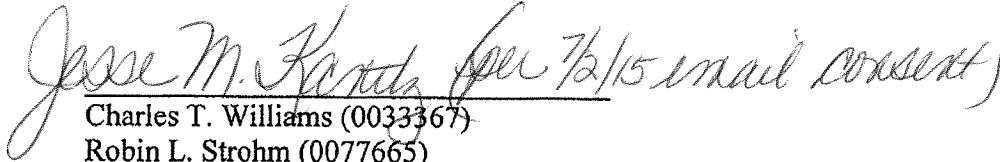
Submitted and agreed by:

/s/Daniel A. DeMarco

Marc J. Kessler (0059236)
Daniel A. DeMarco (0038920)
Rocco I. Debitetto (0073878)
Hahn Loeser & Parks LLP
65 E. State Street, Suite 1400
Columbus, Ohio 43215
Telephone: (614) 233-5168

Facsimile: (614) 221-5909
mkessler@hahnlaw.com
dademarco@hahnlaw.com
ridebitetto@hahnlaw.com

Counsel for Debtor and Debtor-in-Possession

 (per 7/2/15 email consent)

Charles T. Williams (0033367)
Robin L. Strohm (0077665)
Nicholas R. Barnes (0083615)
Jesse M. Kanitz (0085438)
Williams & Strohm, LLC Attorneys at Law
Two Miranova Place, Suite 380
Columbus, Ohio 43215-5668
Telephone: (614) 228-0207
Facsimile: (614) 228-6984
E-Mail: C.Williams@wslawllc.com
R.Strohm@wslawllc.com
N.Barnes@wslawllc.com
J.Kanitz@wslawllc.com

Counsel for Creditor
Manhattan Village Homeowners Association



Patricia L. Johnson, Esq. (0076669)
Crystal L. Saresky, Esq. (0091328)
GERNER & KEARNS CO., L.P.A.
809 Wright's Summit Parkway, Suite 200
Fort Wright, KY 41011
Phone: (513) 241-7722
Fax: (859) 292-5300
bankruptcies@gernerlaw.com

Counsel for Creditor U.S. Bank, N.A.

Copies to:

Default List Plus Top 20 Plus:

Charles T. Williams, Esq., Williams & Strohm, LLC, Two Miranova Place, Suite 380,
Columbus, OH 43215

Patricia L. Johnson, Gerner & Kearns Co., LPA, 809 Wright's Summit Parkway, Suite 200, Fort
Wright, KY 41011

Adam Kreutner, Leonard Kreutner, Emily Mitchell, c/o Evergreen Realty & Associates Inc.,
27802 Vista Del Lago, Mission Viejo, CA 92692

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